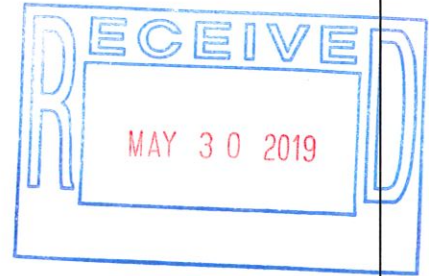


# EXHIBIT A

**FILED**  
**MAY 28 2019**  
**KATHY MARTIN**  
**WALLA WALLA COUNTY CLERK**

**COPY**



**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**

**IN AND FOR THE COUNTY OF WALLA WALLA**

GEORGE RAPP, individually,

Plaintiff,

vs.

FRANKLIN COUNTY, a Municipal  
Corporation; and FRANKLIN COUNTY  
SHERIFF JIM RAYMOND, in his individual  
and official capacity,

Defendants.

**19 2 00415 36**

Cause No.

**SUMMONS**

**TO THE DEFENDANTS: FRANKLIN COUNTY, a municipal corporation; and  
FRANKLIN COUNTY SHERIFF JIM RAYMOND**

A lawsuit has been started against you in the above-entitled court by Plaintiff GEORGE RAPP. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within 20 days after the service of this Summons, excluding the day of service, or within 60 days if this Summons was served outside the State of Washington, or a Default Judgment may be entered against you without notice. A Default Judgment is one where Plaintiff is entitled to what he asks for because you have not responded. If you serve a Notice of Appearance on the undersigned person, you are entitled to notice before a Default Judgment may be entered.

You may demand that the Plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this Summons. Within

1 14 days after you serve the demand, the Plaintiff must file this lawsuit with the court, or the  
2 service on you of this Summons and Complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
4 so that your written response, if any, may be served on time.

5 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
6 State of Washington.

7 **DATED** this 23<sup>rd</sup> day of May, 2019.

8 TELQUIST McMILLEN CLARE, PLLC

9  
10 By: 

11 **ANDREA J. CLARE**, WSBA #37889

12 **GEORGE E. TELQUIST**, WSBA #27203

13 *Attorneys for Plaintiffs*  
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**FILED**  
**MAY 28 2019**  
**KATHY MARTIN**  
**WALLA WALLA COUNTY CLERK**

**COPY**

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**

**IN AND FOR THE COUNTY OF WALLA WALLA**

GEORGE RAPP individually,

Plaintiff,

vs.

FRANKLIN COUNTY, a Municipal  
Corporation; and FRANKLIN COUNTY  
SHERIFF JIM RAYMOND, in his individual  
and official capacity,

Defendants.

Cause No. **19-8 00415 36**

**COMPLAINT AND ACTION FOR  
DECLARATORY RELIEF**

**COMES NOW** the Plaintiff, by and through his attorneys of record, Telquist McMillen  
Clare PLLC and hereby allege as follows:

**I. JURISDICTION AND VENUE**

1.1 This is an action for damages pursuant to 42 U.S.C. §1983 based upon the  
continuing violations of Plaintiff's rights under the 4<sup>th</sup>, 5<sup>th</sup> and 14<sup>th</sup> Amendments of the United  
States Constitution and the Washington State Constitution. Plaintiff seeks declaratory relief and  
maintains claims under state law. This court has original and supplemental jurisdiction over  
this action.



1           2.3 On or about September 5, 2017, the arbitrator issued his opinion and award  
2 sustaining Deputy Rapp's grievance. The arbitrator found the termination failed to meet the  
3 standards of just cause pursuant to the Deputy's Collective Bargaining Agreement. The  
4 arbitration award ordered Deputy Rapp to be reinstated with pay and benefits retroactive to May  
5 9, 2016. Nevertheless, Franklin County Sheriff's Office and/or Sheriff Raymond independently  
6 and with bad faith failed to reinstate Deputy Rapp.  
7

8           2.4 Franklin County deliberately chose to disregard the arbitrator's decision. Rather,  
9 the County initiated formal legal action by filing an improper appeal in Benton County Superior  
10 Court.  
11

12           2.5 Later, Franklin County motioned to transfer the appeal to Columbia County causing  
13 Deputy Rapp to incur unnecessary delay. Deputy Rapp successfully had the appeal returned to  
14 Franklin County. Upon hearing, the judge stayed the County's appeal and remanded the action  
15 back to the arbitrator for additional findings if desired. Franklin County did not return or seek  
16 relief from the arbitrator thereafter.  
17

18           2.6 Nearly three (3) years after he was improperly terminated, on January 3, 2019,  
19 Franklin County elected to follow the arbitrator's decision and ordered Deputy Rapp to return to  
20 work for "reinstatement" on January 7, 2019. Deputy Rapp was not permitted to negotiate or  
21 inquire of the "order" nor the terms of employment. Instead, Franklin County insisted that  
22 Deputy Rapp return to work as "ordered" or face terminated for insubordination.  
23

24           2.7 Deputy Rapp was thereafter paid an amount purportedly based upon the arbitrator's  
25 award but only as determined/defined unilaterally by Franklin County. Franklin County did not  
26 consider any overtime wages, insurance costs, and/or misc items authorized under the Deputy's  
27 Collective Bargaining Agreement.  
28



1           2.8 Deputy Rapp was “reinstated” into a position where he would be working the day  
2 shift as a correction’s deputy in the jail as opposed to the road deputy position for which he was  
3 improperly terminated in May 2016.  
4

5           2.9 On Monday, January 7, 2019, Deputy Rapp showed up for work as directed by  
6 Franklin County Sheriff’s office at 8:00 a.m. Commander Sultemeier took him in his office, but  
7 said he couldn’t do anything with Deputy Rapp until he signed papers with Human Resources.  
8 Human Resources indicated they were unaware Deputy Rapp was coming in and that he would  
9 have to return at 10:00 a.m.  
10

11           2.10 Deputy Rapp asked that any previous write-ups in his file be removed because he  
12 had not been written up in eighteen (18) months per the Deputy’s Collective Bargaining  
13 Agreement. Captain Diaz was unaware of the contract, but informed Deputy Rapp that his  
14 write-ups request needed to be done in writing. Captain Diaz informed him that the writings  
15 should come from his County e-mail, to which Deputy Rapp was not yet assigned. Deputy  
16 Rapp was then directed back to Commander Sultemeier.  
17

18           2.11 Deputy Rapp was advised that he would be working under the Deputy’s Collective  
19 Bargaining Agreement contract, albeit in corrections (jail). Deputy Rapp would be the only  
20 employee working in the jail under the Deputy’s contract as all the other jail employees fall  
21 under the Corrections Collective Bargaining contract.  
22

23           2.12 Deputy Rapp was further advised that he would not receive his commission  
24 because Franklin County Sheriff Raymond was not willing to commission Deputy Rapp.  
25 Deputy Rapp is the only deputy under the Deputy’s Collective Bargaining contract that has not  
26 received his commission from the Sheriff. As a result of Deputy Rapp’s unemployment period,  
27  
28

1 caused by Franklin County, he will have to complete basic training in order to become a  
2 commissioned officer again.

3         2.13 Deputy Rapp was further advised that he would not be receiving a take-home car  
4 in his current position. This was a benefit he received in his former position, pre-termination.  
5 Deputy Rapp is the only deputy under the Deputy's Collective Bargaining contract that is not  
6 permitted a take-home car from the Franklin County Sheriff's Office.

7         2.14 Deputy Rapp was given key card entry access to only the outside perimeter gates  
8 and the jail back door after 're-instatement'. Deputy Rapp is the only deputy employed by the  
9 Franklin County Sheriff's Office that is denied access to other points which are authorized to  
10 every other Franklin County Sheriff deputy. When Deputy Rapp had questions regarding his  
11 access, he was told to ask Franklin County Sheriff Raymond.

12         2.15 Deputy Rapp was further advised that his employment in the jail required he would  
13 be receiving PERS retirement. Deputy Rapp is the only employee of the Franklin County  
14 Sheriff's Office that is receives PERS retirement as all other deputies participate in the LEOFF  
15 retirement program. Consequently, after deputy Rapp was 're-instated' his retirement  
16 contributions will have started anew in the PERS retirement program.

17         2.16 After he was 're-instated' Deputy Rapp was informed that his chain of command  
18 would be Commander Sultemeier as opposed to the Franklin County Sheriff Jim Raymond. He  
19 was further advised that both the County's deputy policies and the corrections policies applied  
20 to him. Deputy Rapp is the only employee for which both policies apply.

21         2.17 Deputy Rapp was on his lunch break by the sheriff's office door that every other  
22 Franklin County deputy has access except him. Commander Rochleau was walking up to the  
23 door and Deputy Rapp asked him if he could please have access and be escorted to the Coke  
24



1 machine around the corner. Deputy Rapp was embarrassed and humiliated because he had to  
2 ask another employee for access which is afforded to other County employees.

3  
4 2.18 Deputy Rapp has been “re-instated” and stationed in Master Control of the County  
5 jail. Deputy Rapp has been strategically placed in a position/location that would prevent him  
6 from access to all other personnel and/or contact with anyone of authority. Deputy Rapp is  
7 unable to advance in his “re-instated” position as oppose to the position he was improperly  
8 terminated. He is also the highest paid corrections employee.

9  
10 2.19 On Thursday, January 10, 2019, Officer Austin was assigned in Master Control.  
11 Officer Austin informed Deputy Rapp that he had been assigned to Master Control since  
12 October. He stated that he was placed on administrative leave for a week, then they said to  
13 come work in Master Control Monday through Friday, 8:00 a.m. – 4:00 p.m. until the  
14 investigation was over. Employees of Franklin County Sheriff’s Office perceive Master Control  
15 is a temporary/permanent punishment post.

16  
17 2.20 Deputy Rapp was informed by Officer Steve Warren that there would be a union  
18 meeting on January 23, 2019, in the sheriff’s training room. Deputy Rapp told Warren that he  
19 does not have access to the sheriff’s office. Officer Warren stated that he had asked Franklin  
20 County Sheriff Raymond, and the sheriff indicated, “as long as the meeting is after zero-dark-  
21 thirty, you [Steve] can escort George to the training room and then escort him out when it’s  
22 over.”

23  
24 2.21 Deputy Warren informed Deputy Rapp that the sheriff was closing the gym on the  
25 second floor and Deputy Warren stated that there was a bench machine that belonged to Deputy  
26 Rapp. He further advised the Sheriff had demanded all the equipment was to be removed from  
27 the gym as it is now closed. Deputy Rapp removed his bench he had donated years ago.  
28

1 Subsequently, the gym has remained open. Deputy Rapp does not have access to the gym.  
2 Every other Franklin County Sheriff Deputy has access and authorization to utilize the gym.

3         2.22 Deputy Rapp was issued access to the Power DMS system, which is where  
4 Franklin County employment policies are located. He was also assigned a correction training  
5 officer (CTO). CTO Dallas advised Deputy Rapp that he would be going over the CTO binder,  
6 but most of it would not apply to Deputy Rapp because he would only be assigned to Master  
7 Control. Officer Dallas further indicated that Officer Austin would observe Deputy Rapp as  
8 Officer Dallas would not be in Master Control. Nevertheless, Officer Dallas would fill out  
9 Deputy Rapp's book and conduct the performance review on what Deputy Austin told him.  
10 Deputy Rapp confirmed several provisions in the policies, such as the chain of command, do  
11 not apply to him which make following the required policies and procedures for his current  
12 position impossible. Without a clear policy or written direction as to which policies apply and  
13 which do not, Deputy Rapp has been set up to fail and/or be terminated for not following  
14 Franklin County policies.  
15  
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17

18         2.23 Deputy Rapp spoke with Commander Sultemeier about testing for the Jail  
19 Lieutenant position. Deputy Rapp asked if he was "eligible to test given his special  
20 circumstances" and Commander Sultemeier replied that he was not considered special. He  
21 further disagreed that Rapp is the only deputy working in the jail. He also corrected the  
22 statement to indicate Rapp is the only employee working in the jail that can only work in Master  
23 Control and can't work booking or the floor. Commander Sultemeier then said, "let's be honest  
24 and real with each other. You, your attorney, and the County's attorney have an agreement in  
25 place." Deputy Rapp corrected Commander Sultemeier, indicating there is no agreement, the  
26 County offered me this and my attorney responded that we do not accept the County's offer, to  
27  
28

1 which the County replied that it is not simply an offer, it is an order and therefore, Deputy Rapp  
2 was just complying with the County's order. Commander Sultemeier said he was not privy to  
3 that information.  
4

5 2.24 Deputy Rapp requested to see his personnel file from Human Resources and the  
6 HR representative advised that it was completely torn apart and they were working on putting it  
7 back together with information that should and/or shouldn't be in there. Deputy Rapp later  
8 asked Captain Rochleau to see his working file, and he indicated that he would try to gain  
9 access to the file. A few hours later, Captain Rochleau advised Deputy Rapp that he had gotten  
10 access but could not find the file on Deputy Rapp. Deputy Rapp asked if he could send him an  
11 e-mail regarding his search but Captain Rochleau indicated he did not feel comfortable sending  
12 that in an e-mail.  
13

14 2.25 Commander Sultemeier advised Deputy Rapp the Franklin County Sheriff had  
15 changed his title as a "Corrections Deputy" to the official title of "Franklin County Sheriff  
16 Office Employee". Deputy Rapp requested to know the contract that title falls under, and  
17 Commander Sultemeier indicated that he was still under the Deputy Contract. When Deputy  
18 Rapp suggested that employee's titles are specifically outlined by the Collective Bargaining  
19 Agreement and RCWs such that any "title change" could impact application of the Contract,  
20 Commander Sultemeier indicated that this is the agreement that your attorney worked out with  
21 the County. Deputy Rapp replied there was 'no agreement' that he was ordered to return to  
22 work in his current position and he complied with the County's directive. The Commander  
23 reminded Deputy Rapp that the Franklin County Sheriff had made the determination and that  
24 the Commander didn't have all the answers to provide Deputy Rapp. Deputy Rapp indicated  
25 that he would prefer that the Franklin County Sheriff, Commander Sultemeier's boss, advise  
26  
27  
28

1 him what is going on, or perhaps the three of them could have a discussion to answer the  
2 questions that need to be answered. Commander Sultemeier laughed, and indicated "you and I  
3 both know that's not going to happen".  
4

5 2.26 On or about February 27, 2019, Officer Rapp reported to HR at 8:00 a.m. as  
6 instructed. He provided notes from the dentist and endodontics excusing his work absences.  
7 The HR representative indicated that the notes needed to say, he is "released to full duty".  
8 Deputy Rapp asked if he could work today, and was told that he could not until he got notes  
9 with that statement. Deputy Rapp went back to the Commander to inform him that he could not  
10 work his shift. Deputy Rapp returned to HR to provide further explanation regarding his  
11 extended absence in that he had simply planned to have procedure and requested days off. The  
12 HR representative indicated "it's not us, it's the sheriff". Deputy Rapp again went back and  
13 reported to the Commander who indicated that he needed to make sure he got his "sick slip for  
14 the 4 hours today". Deputy Rapp replied that he was either on paid time or admin leave when  
15 the County sent him to the dentist to get further clearance, per his Contract he was to give the  
16 County a doctor's note after a 3-day absence which he did at 8:00 that morning. The  
17 Commander indicated it's the County's right to get more if requested.  
18  
19

20 2.27 On or about March 11, 2019 while on lunch break, Deputy Rapp observed Coke  
21 employees removing the previously-mentioned Coke machine from under the stairs where it had  
22 been located previously.  
23

24 2.28 Commander Rochleau put out an e-mail for anyone interested in buying their old  
25 service pistols. Deputy Rapp responded that he would like to purchase his old pistol. The  
26 Commander indicated he would notify Deputy Rapp on the paperwork when everything was  
27 done. Deputy Rapp was later informed that he had to give money to the Commander for the  
28

1 pistols. While Deputy Rapp was in the parking lot on his lunch break, Commander Rochleau  
2 walked by. Deputy Rapp said he was told to give him money today, and he would like to do so.  
3 Commander Rochleau was unaware of what Deputy Rapp was speaking about. Deputy Rapp  
4 indicated he was talking about the old pistol purchasing program. Commander Rochleau said,  
5 “Well for you it’s different because you don’t have a commission and I can’t sell you a gun”.  
6 Deputy Rapp inquired since the guns were being sold to everyone else in the jail. The  
7 Commander replied that they have a limited commission. Deputy Rapp inquired as to why he  
8 doesn’t have a commission. Commander replied that it was “above him”.  
9

10  
11 2.29 On or about March 15, 2019, Pasco Police Officer Esavis brought a Coca-Cola to  
12 Deputy Rapp in booking. The booking officer called Deputy Rapp in Master Control to come  
13 get it. Deputy Rapp took no more than five minutes to obtain the Coke and expressed  
14 appreciation. As Deputy Rapp was headed back to Master Control, Officer Haddocks told him  
15 on the intercom that Commander Sultemeier wanted to see him. Deputy Rapp went to the  
16 Commander’s office and was asked what he was doing in booking. Deputy Rapp replied that a  
17 Pasco Police Officer purchased him a Coke and he went to pick it up. The Commander told  
18 Deputy Rapp he is not allowed to go past the break room.  
19

20  
21 2.30 On or about March 25, 2019, corrections officer Burgess asked Deputy Rapp why  
22 he wasn’t paying into the Corrections Union since he was working in the jail. Deputy Rapp told  
23 her he was part of the Road Deputy’s Union and pays dues there. Later, Deputy Rapp asked the  
24 Commander to be off on April 2-3 and the Commander replied that it was fine “since you have  
25 no one to compete for a vacation with, since you’re on your own program up there”.  
26

27 2.31 Deputy Rapp complains that the position he was wrongfully terminated in 2016 is  
28 not consistent with the newly created position the Franklin County Sheriff’s Office has

1 officially reinstated him. The net effect of this position/title change is to persuade Deputy Rapp  
2 to simply quit. Additional and further retaliation has been directed toward Deputy Rapp which  
3 continues presently. Such retaliation and false statements previously made/published have  
4 resulted in significant emotional, economic, psychological, reputational, and physical damages.  
5

### 6 7 **III. CAUSES OF ACTION**

8 3.1 Retaliation by employer. RCW 49.60.210 and RCW 51.48.025; Upon filing a  
9 grievance and prevailing, the defendant(s) have engaged in systematic retaliation against  
10 the plaintiff;  
11

12 3.2 Violation of the Washington law against discrimination. RCW 49.60.010 et seq. –  
13 Whereby the plaintiff engaged in statutorily protected activity, the defendant(s) took  
14 adverse employment actions against plaintiff/employee, and there is a causal link  
15 between the protected activity and the adverse action;  
16

17 3.3 Deprivation of civil rights. 42 USC §1983 – Whereby the defendant(s) acted under  
18 color of state law and such conduct deprived plaintiff of rights protected by the U.S.  
19 Constitution including but not limited to the 4<sup>th</sup> Amendment, 5<sup>th</sup> Amendment & 14<sup>th</sup>  
20 Amendment and the Washington State Constitution, Article I Section 3 to which the  
21 plaintiff has sustained damages;  
22

23 3.4 Uniform Declaratory Judgments Act. RCW 7.24.020 – Pursuant to state law,  
24 plaintiff maintains employment rights under the Deputies Collective Bargaining  
25 Agreement and such rights and/or the status of such rights may be determined/declared  
26 by a court of law;  
27  
28



1 3.5 Defamation. Defendant(s) have defamed the character of plaintiff by issuing false  
2 statements/publications which have caused plaintiff significant damages.  
3  
4

5 **IV. PRAYER**

6 WHEREFORE, the Plaintiff prays for the following relief:

7 4.1 For declaratory relief against the Defendant(s);

8 4.2 For judgment against the Defendant(s), in an amount to be proven at the time of  
9 trial;  
10

11 4.3 For any and all damages, including compensatory and punitive damages as  
12 allowed under 42 U.S.C. §1983;

13 4.4 For attorney's fees and costs reasonably incurred; and

14 4.5 For all other relief the Court deems just and equitable.  
15

16 DATED this 23<sup>rd</sup> day of May, 2019.

17 TELQUIST McMILLEN CLARE, PLLC  
18 *Attorneys for Plaintiff*

19 By:   
20

21 **ANDREA J. CLARE, WSBA #37889**

22 **GEORGE E. TELQUIST, WSBA #27203**  
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COPY



**FILED**  
JUN - 3 2019  
KATHY MARTIN  
WALLA WALLA COUNTY CLERK

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Plaintiff,

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Corporation; and FRANKLIN COUNTY  
SHERIFF JIM RAYMOND, in his individual  
and official capacity,

Defendants.

Cause No. 19-2-00415-36

**AFFIDAVIT OF SERVICE**

STATE OF WASHINGTON )  
County of Franklin ) :ss

I, **KRISTI FLYG**, being first duly sworn, upon oath, depose and state:

That I am over the age of 21 years; that on or about the 23<sup>rd</sup> day of May,  
2019, at 3:15 a.m./p.m., I personally served one copy of the following:

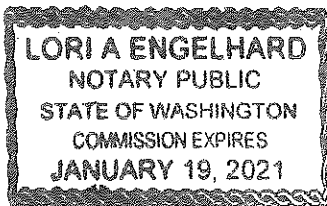
- 1) SUMMONS; AND
- 2) COMPLAINT.

Upon:

✓ Franklin County Deputy Auditor Suleima Wallwin,  
1016 N. 4<sup>th</sup> Avenue, Pasco, WA 99301

*Kristi Flyg*  
KRISTI FLYG

SUBSCRIBED AND SWORN to before me this 28 day of May, 2019.



*Lori A. Engelhard*  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Richland  
My Commission Expires: 1/19/21

COPY

FILED

JUN - 3 2019

KATHY MARTIN  
WALLA WALLA COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF WALLA WALLA

GEORGE RAPP, individually,

Plaintiff,

VS.

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SHERIFF JIM RAYMOND, in his individual  
and official capacity,

Defendants.

Cause No. 19-2-00415-36

AFFIDAVIT OF SERVICE

STATE OF WASHINGTON )  
 )  
 ) :ss  
County of Franklin )

I, **KEN TAYLOR**, being first duly sworn, upon oath, depose and state:

That I am over the age of 21 years; that on or about the 28 day of MAY,  
2019, at 2: 10 a.m. p.m. I personally served one copy of the following:

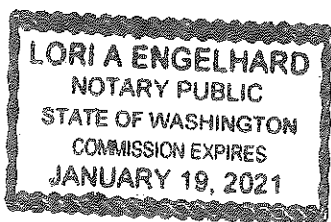
- 1) SUMMONS; AND
- 2) COMPLAINT.

Upon:

X FRANKLIN COUNTY SHERIFF JIM RAYMOND,  
1016 N. 4<sup>th</sup> Avenue, Pasco, WA 99301.

K. Taylor  
KEN TAYLOR

SUBSCRIBED AND SWORN to before me this 28 day of May, 2019.



Lori A. Engelhard  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Richland  
My Commission Expires: 1/19/21

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF WALLA WALLA

GEORGE RAPP, individually,  
Plaintiff,

v.

FRANKLIN COUNTY, a municipal  
corporation; and FRANKLIN COUNTY  
SHERIFF JIM RAYMOND, in his  
individual and official capacity,

Defendants.

No. 19-2-00415-36

NOTICE OF APPEARANCE

**(Clerk's Action Required)**

**TO:** GEORGE RAPP, Plaintiff

**AND TO:** Andrea J. Clare and George E. Telquist, Attorneys for Plaintiff


**AND TO:** THE CLERK OF THE ABOVE-ENTITLED COURT

YOU, AND EACH OF YOU, WILL PLEASE BE ADVISED that the undersigned appears as attorney of record for Defendants FRANKLIN COUNTY; and FRANKLIN COUNTY SHERIFF JIM RAYMOND. Defendants, without waiving any defects as to lack of jurisdiction over subject matter, lack of jurisdiction over person, improper venue, insufficiency of process, insufficiency of service of process, misjoinder or nonjoinder, hereby requests that any and all further pleadings or notices of any nature or kind whatsoever affecting the rights of said parties, except original process, be served upon the undersigned attorneys at the address stated below.



1 DATED this 24<sup>th</sup> day of May, 2019.

2 KEATING, BUCKLIN & McCORMACK, INC., P.S.

3  
4 By:   
5 Andrew Cooley, WSBA #15189  
6 Attorney for Defendants

7 801 Second Avenue, Suite 1210  
8 Seattle, WA 98104  
9 Phone: (206) 623-8861  
10 Fax: (206) 223-9423  
11 Email: acooley@kbmlawyers.com  
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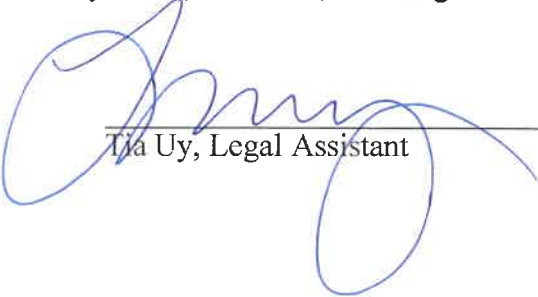
**DECLARATION OF SERVICE**

I declare under penalty of perjury under the laws of the State of Washington that on May 29, 2019, a true and correct copy of the foregoing document was served upon the parties listed below via E-mail and US Mail

**Attorneys for**

Andrea J. Clare, WSBA #37889  
George E. Telquist, WSBA #27203  
Telquist Ziobro McMillen Clare PLLC  
1321 Columbia Park Trl  
Richland, WA 99352-4735  
Email: andrea@tmc.law  
george@tmc.law

DATED this 29th day of May, 2019, at Seattle, Washington.

  
\_\_\_\_\_  
Tia Uy, Legal Assistant